

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION ANNUAL REQUIREMENTS FOR SERVICE ON RADIO TOWERS. SERVICE AGREEMENT PER STATE OF NE CONTRACT

DATE: June 9, 2005

CONTRACT PERIOD: Jan.9,2005 thru Jan.8,2006

CONTRACTOR: Tower Base Inc.
8101 O Street Ste 211
Lincoln NE 68510

**PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410**

Company Representative: Greg Kozisek
Telephone No.: 402-434-7464
FAX No.: 434-7471
E-Mail Address: greg@towerbase.com

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER STATE OF NEBRASKA CONTRACT AJ 0301

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

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E.O. #73328
Dated:5/31/05

AGREEMENT

This Agreement, made and entered into by and between Tower Base Inc
 whose business address is 8101 "O" St. Ste 211/ Lincoln, hereinafter 68510
 referred to as "Service Company", and the State of Nebraska, acting by and through its
 Department of Roads, State Patrol and Game and Parks, hereinafter referred to as the "State".

WITNESSETH:

WHEREAS, the State desires to have service work performed on radio towers on
 demand, and

WHEREAS, the Service Company agrees to accomplish service work requested by the
 State within a reasonable length of time and not to exceed ten (10) working days, weather
 permitting, and if that time expires another tower Service Company will be asked to perform the
 work, and

THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The State agrees to the service rate schedule as listed, such amounts to be paid
 monthly upon receipt of bill.

Time Plus Material Service Rate Schedule

Rate	\$	<u>.70 (70¢)</u>	per foot
Labor	\$	<u>\$52.50</u>	per man-hour
Mileage	\$	<u>.50 (50¢)</u>	per mile/vehicle
Travel Time	\$	<u>45.00</u>	per man-hour

All material not furnished by the State will be billed at current catalog net prices.

SECTION 2. The Service Company agrees to save harmless the State from all claims and
 liability due to its negligent activities of or those of its agents, or its employees. In this
 connection, the Service Company shall, for the life of this agreement, carry insurance in the
 following kinds and not less than the following amounts:

1. Workmen's Compensation - Statutory
2. Bodily Injury and Property
 Damage with a combined
 single limit of liability
 of \$1,000,000 each occurrence
- or Bodily Injury
 - General & Automobile \$ 500,000 each person
 - General & Automobile \$1,000,000 each occurrence
- Property Damage
 - General & Automobile \$ 500,000 each occurrence
 - General \$1,000,000 aggregate

Radio Shop
68510

The insurance referred to in Number 2 above shall be written under Comprehensive General and Comprehensive Automobile Liability Policy Forms, including coverage for all owned, hired, and non-owned automobiles. The Service Company may, at its option, provide the limits of liability as set out above be a combination of the above described policy forms and excess liability policies. Proof of insurance coverage shall be furnished by the Service Company.

SECTION 3. The Service Company agrees to abide by the provisions of the Nebraska Fair Employment Practices Act as provided by Neb.Rev.State. §48-1101, 48-1103 through 48-1115, 48-1119 through 48-1126 (Reissue 1978); 48-1102, 48-1118, 48-1126 (Supp. 1980); 48-1116 through 48-1117 (Supp. 1981).

SECTION 4. All services herein required and provided shall be performed to the satisfaction of the State.

The service to be provided hereunder shall commence 01-08-03 and shall continue until 01-08-04. Unless written notice of termination is given by either party at least thirty (30) days prior to the end of the term, this agreement shall be automatically renewable without the act of either party for an additional one (1) year period, upon the same terms and conditions as this original agreement and supplements thereto.

SECTION 5. It is understood by the parties hereto that this agreement may be terminated by either party by giving forty-five (45) days written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

Executed by the Service Company this 27th day of November, 2002.

ATTEST:

Tower Base Inc. by Greg Kozisek [Signature]
TITLE PRESIDENT

Executed by the State this 8th day of JANUARY, 2003.

STATE OF NEBRASKA
DEPARTMENT OF ROADS

APPROVED BY:

[Signature]
Electronics Manager, Dept. of Roads

[Signature]
Transportation Technology Engineer

[Signature]
Communications Manager, State Patrol

[Signature]
Communications Manager, Game and Parks

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